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PHILIP R. ADAMS, JR.

RECEIVED  
PUBLIC SERVICE  
COMMISSION  
EXECUTIVE SECRETARIAT

2013 JAN 29 AM 9:54

January 28, 2013

**VIA OVERNIGHT DELIVERY**

Hon. Jaclyn A. Brillig  
Secretary to the Commission  
New York Public Service Commission  
Empire State Plaza, Bldg. 3  
Albany, NY 12223

Re: Application by XYN Communications of New York, LLC and Ross L. John, Sr., a Sole Proprietorship for approval of a Membership Interest Agreement and Transfer of Customers

Dear Sir or Madam:

On behalf of XYN Communications of New York, LLC ("XYN") and Ross L. John, Sr., a Sole Proprietorship, enclosed please find an original and three (3) copies of the referenced Application.

Please date stamp and return the enclosed extra copy of this letter in the envelope provided.

Please call me should you have any questions concerning this filing. Thank you for your assistance with this matter.

Sincerely,



Leon L. Nowalsky *LN*

LLN/rph

**BEFORE THE PUBLIC SERVICE COMMISSION  
STATE OF NEW YORK**

**APPLICATION BY** )  
**XYN COMMUNICATIONS OF NEW YORK, LLC** )  
**AND ROSS L. JOHN, SR., A SOLE** )  
**PROPRIETORSHIP FOR APPROVAL OF A** ) **CASE NO. \_\_\_\_\_**  
**MEMBERSHIP INTEREST AGREEMENT** )  
**AND TRANSFER OF CUSTOMERS** )

**JOINT APPLICATION**

XYN Communications of New York, LLC ("XYN") and Ross L. John, Sr., A Sole Proprietorship ("Sole Proprietorship") (together "Applicants"), pursuant to the applicable Statutes of this State and the Commission's Rules and Regulations currently in effect and/or subsequently enacted, hereby jointly request Commission approval of a transaction whereby, pursuant to a Membership Interest Agreement (the "Agreement"),<sup>1</sup> Sole Proprietorship will acquire substantially all of the stock of XYN, including, but not limited to, XYN's customer accounts in this State (the "Acquisition"). The ultimate ownership of XYN will change from its current owners to Ross L. John., Sr., a Sole Proprietorship.

Applicants respectfully submit that the expeditious completion of the Acquisition is necessary to ensure uninterrupted service to XYN's customers. XYN will continue to provide service to its customers until such time as the Commission approves the Agreement and this Application.

Applicants emphasize that the Acquisition will not change the rates, terms and conditions under which XYN's customers will receive service. The Acquisition benefits XYN's customers by providing them assurances that they will continue to receive the

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<sup>1</sup> A copy of the Agreement is attached hereto as Exhibit "A."

same high quality services previously rendered to them. In compliance with applicable law, customers of XYN will be informed of the Acquisition.<sup>2</sup> Accordingly, approval of the Acquisition will not in any way be detrimental to the public interests of this State.

In support of this Application, Applicants submit the following:

## I. THE PARTIES

1. XYN is a New York limited liability company with principal offices located at 779 Broad Street, Salamanca, NY 14779. XYN is a certified long distance and facilities-based local telecommunications provider in this State.<sup>3</sup>

2. Sole Proprietorship is a sole proprietorship with principal offices located at 779 Broad Street, Salamanca, NY 14779. Sole Proprietorship is not currently licensed to provide telecommunications services in New York.

## II. DESIGNATED CONTACTS

3. The designated contact for questions concerning this Application is:

Leon Nowalsky, Esq.  
Nowalsky & Gothard  
A Professional Limited Liability Company  
1420 Veterans Blvd.  
Metairie, Louisiana 70005  
Telephone: (504) 832-1984  
Fax: (504) 831-0892  
[lnowalsky@nbglaw.com](mailto:lnowalsky@nbglaw.com)

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<sup>2</sup> The proposed form of the customer notice is provided in Exhibit "B" attached hereto.

<sup>3</sup> XYN provides resold long distance and facilities-based local exchange telecommunications services in this State pursuant to authority granted in Matter No. 10-01522 dated September 10, 2010.

4. Copies of such correspondence should also be sent to:

Ross L. John, Sr., a Sole Proprietorship  
779 Broad Street  
Salamanca, NY 14779

and

XYN Communications of New York, LLC  
779 Broad Street  
Salamanca, NY 14779

### III. REQUEST FOR APPROVAL OF THE ACQUISITION

5. The Acquisition contemplates the following:

- a. Sole Proprietorship will receive ownership, right, title and interest in and to substantially all of XYN's membership interests, including its customer accounts, as defined in the Agreement.
- b. XYN will receive the purchase price set forth in the Agreement.

6. Sole Proprietorship, while new to the telecommunications industry, is well-qualified to consummate the transactions which are the subject of this Application. The transaction will be transparent to the end user customer, as only the ultimate ownership of XYN is changing. The technical, managerial and financial personnel of XYN will remain with Sole Proprietorship and will assist with the transition and integration of the acquired Assets after consummation of the transaction. Information on Sole Proprietorship's management team is attached hereto as Exhibit "C".

7. Transaction flow charts are attached as Exhibit "D".

#### **IV. PUBLIC INTEREST CONSIDERATIONS**

8. Crucial to the Acquisition is the need to ensure the continuation of high quality, uninterrupted service to all customers currently served by XYN. The Acquisition will serve the public interest in that it will ensure that current XYN customers maintain uninterrupted service.

9. The Acquisition will not have any impact on XYN's customers in terms of the services that they presently receive. In particular, the Acquisition will not cause any change to the rates, terms and conditions of service that XYN's customers presently receive. XYN will incorporate such rates, terms and conditions into its tariffs by separate filing, if necessary.

10. The Acquisition will also serve to create a heightened level of operating efficiency which generally will serve to enhance the overall capacity of Sole Proprietorship to compete in the marketplace and to provide telecommunications services for a greater number of consumers in this State at competitive rates.

#### **V. EXPEDITED REVIEW**

11. Applicants request expedited review and disposition of the instant Application in order to ensure that the transaction is transparent to the affected customers with no interruption in service.

## VI. CONCLUSION

12. WHEREFORE, for the reasons stated herein, Applicants respectfully request that the Commission approve the Agreement, authorize Sole Proprietorship and XYN to consummate the Acquisition as soon as possible and grant the other relief specifically requested herein.

DATED this 28<sup>th</sup> day of January, 2013.

Respectfully submitted,



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Leon Nowalsky, Esq. / *nh*  
Nowalsky & Gothard  
A Professional Limited Liability Company  
1420 Veterans Blvd.  
Metairie, Louisiana 70005  
Telephone: (504) 832-1984  
Fax: (504) 831-0892  
Counsel for Applicants

STATE OF NEW YORK

COUNTY OF ERIE

VERIFICATION

I, Ross John, am a Sole Proprietor, authorized to make this verification on my own behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By:   
Name: **Ross John**  
Title: **Sole Proprietor**

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this 17<sup>th</sup> day of January, 2013.

  
Notary Public


My commission expires: 9/14/14

BENJAMIN G MCCRORY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01MC6151150  
Qualified In Chautauqua County  
My Commission Expires August 14, 2014

STATE OF  
COUNTY OF

VERIFICATION

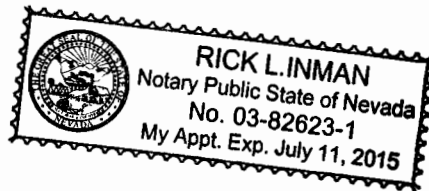
I, Mark J. Bunnell, am the Chief Operating Officer of XYN Communications of New York, LLC, and am authorized to make this verification on my own behalf. The statements made in the foregoing Application are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

By:   
Name: **Mark J. Bunnell**  
Title: **Chief Operating Officer**

Sworn to and subscribed before me, Notary Public, in and for the State and County named above, this 18 day of January, 2013.

  
Notary Public

My commission expires: 7/11/2015





# EXHIBIT "A"

## MEMBERSHIP INTEREST AGREEMENT

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

**THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT** (this "Agreement") is made and entered into effective as of December 26, 2012, by and among Ross John and his assigns ("Buyer"), and Shawn Sims, an individual, and Mark J. Bunnell, an individual, (collectively, "Sellers") and XYN Communications of New York, LLC, a New York Limited Liability Company (the "Company").

### RECITALS

A. The Sellers own beneficially and of record all 100% membership interest of the Company (the "Membership Interest").

B. The Buyer desires to purchase all 100% membership interest of the Company from the Sellers, and the Sellers desire to sell all 100% of their membership interest to the Buyer on the terms and subject to the conditions set forth in this Agreement.

For good and valuable consideration as provided for herein, including the Recitals which are incorporated by this reference, the parties hereby agree as follows:

### AGREEMENT

#### SECTION 1. PURCHASE OF MEMBERSHIP INTEREST AND RELATED MATTERS

**1.1 Purchase of Membership Interest.** Subject to the terms and conditions set forth in this Agreement, at the Closing the Sellers will sell the Membership Interest to the Buyer and the Buyer will purchase all the Membership Interest from the Sellers. The Sellers will transfer the Membership Interest to the Buyer free and clear of all liens, security interests, encumbrances, pledges, charges, claims, and restrictions on transfer of any nature.

**1.2 Purchase Price.** The Buyer will pay to the Sellers [REDACTED] for the Membership Interest, payable in cash, as set forth in Section 1.3 (the "Purchase Price").

**1.3 Payment of Purchase Price.** The Purchase Price will be paid to the Sellers as follows:

(a) A cash amount of [REDACTED] will be paid by the Buyer to the Sellers at Closing and immediately applied against the Purchase Price subject to the terms of Section 6 of this Agreement. The parties acknowledge that the sum of [REDACTED] has been deposited with and is currently being held by First American Title Company of Oregon ("the Escrow Agent") pursuant to the terms of an Escrow Agreement between the Escrow Agent, the Buyer and the Sellers.

(b) The balance of the Purchase Price in the amount of [REDACTED] will be paid exclusively from cash flow of operations at a rate of 25% of the Net Operating Income (NOI), Net Operating Income is to be defined as for the purpose of this agreement as Gross Income minus Cost of Goods Sold, minus pre-determined expenses (GI-COGS-Expenses =NOI), this first payment starts once profitability is achieved, All payments shall be made to First American Escrow Collection Service account number \_\_\_\_\_ in United States Dollars.

## **SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE SELLERS**

**2.1 Authorization; No Breach.** Sellers are authorized to execute, deliver, and perform pursuant to this Agreement and all other agreements contemplated by this Agreement to which the Sellers are a party. This Agreement and each other agreement contemplated by this Agreement to which Sellers are to be a party, when executed and delivered by the parties thereto, will constitute the legal, valid, and binding obligation of the Sellers, enforceable against the Sellers, in accordance with its terms except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

**2.2 Warranty of Title.** The Sellers have (and on the Buyer's purchase of the Membership Interest pursuant to the terms of this Agreement, the Buyer will have) good and clear title to the Membership Interest, free and clear of all security interests, liens, encumbrances, or other restrictions or claims, subject only to restrictions regarding marketability imposed by securities laws. Sellers warrant title to the Membership Interest and covenant and agree at their expense to defend Buyer's right, title and interest of the Membership Interest against the claims and demands of all persons whomsoever, arising from chain of title, or actions or omissions occurring before closing, except for claims or demands from such persons claiming through Buyer or as a result of acts, errors or omissions of Buyer.

**2.3 Authority to Transfer.** Sellers have full legal right, power and authority to assign, transfer and sell the Membership Interest to Buyer free and clear of all interests whatsoever of any person or persons.

**2.4 Litigation.** There is no suit, action or claim, no investigation or inquiry by any administrative agency or governmental body, and no legal, administrative or arbitration proceeding pending or threatened against the Company or any of the properties, assets, business or prospects of the Company or to which the Company is or might become a party, and there is no basis or grounds for any such suit, action, claim, investigation, inquiry or proceeding except as specifically disclosed in writing by the Sellers. No order, writ, injunction or decree of any court, arbitration tribunal, administrative agency or governmental department or body has been issued against or affecting the Company or any of the membership interests, properties, assets or prospects of the company except as disclosed in writing by the Sellers and identified in

an exhibit to this Agreement. In addition, Sellers have no actual knowledge of proceedings, litigation, orders, investigations or claims of any kind pending against Sellers, which would or could constitute a lien on the Membership Interest.

**2.5 Accuracy of Representations and Warranties.** None of the representations or warranties of the Sellers contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary to make the statements contained in this Agreement not misleading.

**2.6 Finder's Fees** Only the Sellers are liable for finder's fees in connection with the transaction(s) contemplated by this Agreement. The finder's fees will be paid by the seller proceeds at closing.

### **SECTION 3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

**3.1 Authorization; No Breach.** The execution, delivery, and performance this Agreement and all other agreements contemplated by this Agreement to which the Company is a party have been duly authorized by the Company. This Agreement and each other agreement contemplated by this Agreement to which the Company is to be a party, when executed and delivered by the parties thereto, will constitute the legal, valid, and binding obligation of the Company, enforceable against the Company, in accordance with its terms except as the enforceability thereof may be limited by the application of bankruptcy, insolvency, moratorium, or similar laws affecting the rights of creditors generally or judicial limits on equitable remedies.

**3.2 Licensing, Permits and Authority.** The Company is in possession of all licenses and permits required to conduct business as a competitive local exchange carrier, and is specifically in possession of (a) a Certificate of Authority from the New York Public Utilities Commission and (b) an Interconnection Agreement pursuant to the Telecommunications Act of 1996. The Company has filed a Form 499 with the Federal Communications Commission and is licensed under Section 214 of the Telecommunications Act of 1996. The Company has established all codes necessary to interconnect and provide local telephone service. Codes include: NPA/NXX in Manhattan, OCN, Point Codes, ACNA, RAO. No violations exist or have been recorded in respect of any of the foregoing which would affect the company's entitlement to hold any of the foregoing, and no proceeding is pending or threatened looking toward the revocation or limitation of any of the foregoing, including specifically without limitation the Certificate of Authority and the Interconnection Agreement. There is no basis or grounds for any such revocation or limitation. The Company has complied with all laws, rules, regulations, ordinances, codes, orders, licenses, concessions and permits relating to any of its properties or applicable to its business.

**3.3 Telecommunications Authority.** Sellers and the Company will be responsible for obtaining and completing the transfer to the Buyer of the Certificate of Authority from the New York Public Utilities Commission, any federal regulatory

authority, or any other governmental authority, as well as any other license, permit or agreement required to operate the company as a fully functional competitive local exchange carrier. Such transfer will be a condition precedent to the closing the transactions contemplated in this Agreement.

**3.4. Organization and Standing.** The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York. The Company has full power and lawful authority to carry on its business and to own and operate its assets and properties. Copies of the Company's Articles of Organization and Operating Agreement as amended to the date hereof shall be delivered to the Buyer and shall be true, complete and correct. The Company is fully licensed or qualified to do business in any state or jurisdiction necessary to carry on its business.

**3.5 Capitalization.** The Sellers are the sole owners of all the outstanding membership interests issued by the Company. There are no commitments or agreements, other than this Agreement, relating to the Company's membership interests to which the Company is a party or to which it is bound.

**3.6 Undisclosed Material Liabilities.** The Company has no debts, liabilities or obligations of any nature, whether accrued, absolute, contingent or otherwise, and there is no basis for the assertion against the Company of any debt, liability or obligation.

**3.7 Taxes.** The Company has duly and timely filed any federal, state and local tax returns required to be filed by it, and has paid all taxes shown to be due and payable on such returns; all assessments notice of which has been received by it, and all other taxes, governmental charges, duties, penalties interest and fines due and payable by the Company on or before the day of this Agreement, and though the date of closing.

**3.8 Management.** The current managers or officers of the Company are such persons as have been disclosed to the Buyer, and no other individuals have any claim to act as managers or officers of the Company.

## **SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE BUYER**

As a material inducement to the Sellers to enter into this Agreement and sell the Membership Interest, the Buyer makes the following representations and warranties to the Sellers:

**4.1 No Conflict with Other Instruments or Agreements.** The Buyer's execution, delivery, and performance of this Agreement and all other agreements contemplated by this Agreement to which the Buyer is a party will not result in a breach



or violation of, or constitute a default under any material agreement to which the Buyer is a party or by which the Buyer is bound.

## **4.2 Investment Representations.**

**4.2.1 Investment Purposes.** The Buyer has had the opportunity to ask questions of and to receive answers from representatives of the Sellers and the Company concerning the Company and the Membership Interest. Buyer understands that the Company does not have operations and does not generate any revenue.

**4.3 Accuracy of Representations and Warranties.** None of the representations or warranties of the Sellers contain any untrue statement of a material fact or omit or will omit or misstate a material fact necessary to make the statements contained in this Agreement not misleading.

## **SECTION 5. [Reserved.]**

## **SECTION 6. CLOSING**

**6.1 Time, Place, and Manner of Closing.** The closing of the Purchase (the "Closing") will be held at First American Title on or before December 31, 2012, as the parties may agree, or the same may be extended as provided herein..

**6.2 Events of Closing.** At the Closing, the following events will occur:

(a) The Buyer will purchase the Membership Interests from the Sellers;

(b) The Sellers will transfer their Membership Interests to the Buyer, free of any liens, encumbrances, or restrictions and the Sellers will deliver Membership Interest certificates for the Membership Interests to the Buyer; Such certificates will be accordingly endorsed for transfer to Buyer.

(c) The Sellers will transfer to the Buyer the Certificate of Authority issued by the New York Public Utilities Commission, and all rights thereunder, as well as any other license, permit or agreement required to operate the Company as a fully functional competitive local exchange carrier, including the licenses, permits and authorities referenced in Section 3.2 hereof. The parties agree that the transfer of authorities contemplated by this subsection may, at the election of and to the satisfaction of the Buyer, include a transfer that results in the retention of title to the Certificate or any other item covered hereby in the name of the Company subject to its new ownership by the Buyer.

(d) The Buyer will pay the Sellers the portion of the Purchase Price required at Closing under Section 1.3(a) via the release of the Deposit currently held in escrow; PROVIDED that, as outlined in Section 6.2(c) above, the Certificate of Authority from

the New York Public Utilities Commission and any other license, permit or agreement required to operate the company as a fully functional competitive local exchange carrier, must be transferred to the Buyer as a condition precedent of the closing of this transaction. If such transfer has not been effectuated to the satisfaction of the Buyer as of the scheduled date of closing, the parties may agree to close the transaction pending the completion of such transfer, in which case the Deposit shall be released from Escrow to the Sellers subject to the condition that the Sellers agree to refund the Deposit in full [REDACTED] if the Certificate of Authority or any other license, permit, agreement code or any other item referenced in Section 3.2 or 6.2 (c) of this Agreement has not been transferred to the Buyer's satisfaction within one hundred twenty (120) days of the date of closing. To effectuate the refund called for herein, the Sellers shall execute a Refund Agreement, Promissory Note, Confession of Judgment and such ancillary document or agreement, as the Buyer shall determine to be necessary to finalize and secure the refund agreed to herein. No further portion of the purchase price shall be due or payable pursuant to the remaining terms of this agreement until the transfer of the Certificate of Authority, and any other necessary license or permit, have been transferred to the satisfaction of the Buyer, or until any supplemental agreement or document required in connection with the Refund Agreement has been executed to the satisfaction of the Buyer.

(e) The Sellers will deliver to the Buyer the letter of resignation of Shawn Sims and Mark Bunnell as members of the Company effective as of the Closing Date.

(f) The Sellers will file a UCC 1A against the Company until the purchase price has been paid in full.

**6.3 Consummation of Closing.** All acts, deliveries, and confirmations to be completed at the Closing, regardless of chronological sequence, will be deemed to occur contemporaneously and simultaneously on the occurrence of the last act, delivery, or confirmation of the Closing, and none of such acts, deliveries, or confirmations will be effective unless and until the last of the same will have occurred.

**6.4 Action After the Closing.** On the reasonable request of any party after the Closing, all other parties will take all action and will execute all documents and instruments necessary or desirable to consummate and give effect to the purchase under this Agreement.

## **SECTION 7. SURVIVAL; INDEMNIFICATION**

**7.1 Survival of Representations and Warranties.** All representations and warranties made in this Agreement will survive the Closing of this Agreement, except that any party to whom a representation or warranty has been made in this Agreement will be deemed to have waived any misrepresentation or breach of the representation or warranty if the party had actual knowledge of such breach before the Closing. Except for the obligation to the Purchase Price as specified in Section 1.2 and the warranty of title specified in Section 2.2, the representations and warranties in this Agreement will



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terminate one year after the Closing Date, and such representations or warranties will thereafter be without force or effect, except for any claim with respect to which notice has been given to the potential indemnifying party before such expiration date.

## **7.2 Indemnification by Sellers.**

**7.2.1 Extent of Indemnification.** Each of the Sellers hereby agrees to indemnify and to hold the Buyer and his successors and assigns harmless from and against any and all claims, liabilities, obligations, costs, and expenses, including reasonable attorney fees (collectively, "Damages") arising out of or related to:

- (a) Any breach or inaccuracy of any representation or warranty of that Seller or the Company which is made in this Agreement or any related document; or
- (b) Any failure by that Seller or the Company to perform any covenant required to be performed by that Seller or the Company pursuant to this Agreement or any related document. .

**7.2.2 Notice of Claim.** If any claim is asserted against the Buyer that would give rise to a claim by the Buyer against the Sellers for indemnification under the provisions of this section, then the Buyer will promptly give written notice to the Sellers concerning such claim and the Sellers will, at no expense to the Buyer, defend the claim.

## **7.3 Indemnification by Buyer.**

**7.3.1 Extent of Indemnification.** The Buyer agrees to defend, indemnify, and hold harmless the Sellers from and against all Damages arising out of or related to:

- (a) Any breach or inaccuracy of any representation or warranty of the Buyer made in this Agreement or any related document; or
- (b) Any failure by the Buyer to perform any covenant required to be performed by the Buyer pursuant to this Agreement or any related document.

**7.3.2 Notice of Claim.** If any claim is asserted against the Sellers that would give rise to a claim by the Sellers against the Buyer for indemnification under the provisions of this section, then the Sellers will promptly give written notice to the Buyer concerning such claim and the Buyer will, at no expense to the Sellers, defend the claim.

## **SECTION 8. CONFIDENTIALITY**

Except as otherwise required by law and to obtain the approvals of any regulatory authority, the parties hereby agree to keep in strict confidence (i.e., not

disclose, directly or indirectly, to any third party) this Agreement and the other agreements and instruments referenced in this Agreement, the transactions contemplated in this Agreement and the other agreements and instruments referenced in this Agreement, and all of the terms, conditions and provisions of this Agreement and the other agreements and instruments referenced in this Agreement. In addition, the Corporation and Sellers hereby agree to take all steps necessary to prevent any disclosure in violation of this Section 8 by any of the employees of the Corporation. This provision will not permit a party from disclosing the existence and terms of this Agreement to its attorneys, accounts, lenders, agents and employees.

## **SECTION 9. MISCELLANEOUS PROVISIONS**

**9.1 Waiver.** A provision of this Agreement may be waived only by a written instrument executed by the party waiving compliance. No waiver of any provision of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement will not operate as a waiver of such provision or any other provision.

**9.2 Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their heirs, personal representatives, successors, and assigns. Buyer may assign its rights, interests and obligations under this Agreement to an affiliated entity.

**9.3 Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

**9.4 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties.

**9.5 Notices.** Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be hand delivered, sent by nationally-recognized courier service or mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties as follows:

Buyer:

Ross John  
14411 Route 438  
Gowanda, NY 14070

Sellers:

Shawn Sims

2653 Smooth Blend Place  
Henderson, Nevada 89052

Mark Bunnell  
526 Dawn Cove Drive  
Henderson, NV 89052

Company:

XYN Communications of New York, LLC  
8275 S. Eastern Ave., Suite 200  
Las Vegas, NV 89123

Use Company's new post-closing address.  
779 Broad Street, Salamanca, NY 14779

Any notice or other communication will be deemed to be given when hand delivered, when delivery is confirmed by the nationally-recognized courier service or at the expiration of the third day after the date of deposit in the United States mail. The addresses to which notices or other communications must be mailed may be changed from time to time by giving written notice to the other party as provided in this Section. Any notice mailed or delivered to the last designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Agreement will not be deemed ineffective if actual delivery cannot be made due to a change of address (without written notice to the other party) of the party to which the notice is directed, or the party fails or refuses to accept delivery of the notice.

**9.6 Headings.** The headings used in this Agreement are solely for convenience of reference, are not part of this Agreement, and are not to be considered in construing or interpreting this Agreement.

**9.7 Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered will be an original, but all of which together will constitute one and the same instrument.

**9.8 Severability.** If any provision of this Agreement is invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

**9.9 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**9.10 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, confers any right or remedy of any nature whatsoever on any person other than the parties to this Agreement.

**9.11 Construction.** Every covenant, term and provision of this Agreement is to be construed simply according to its fair meaning and not strictly for or against any party. The parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of the intent or interpretation arises, this Agreement must be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law will be deemed to also refer to all rules and regulations promulgated thereunder unless the context requires otherwise. The word "including" means including without limitation.

**9.12 Governing Law; Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of New York or the Seneca Nation of Indians without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, jurisdiction and venue will be in the federal or state courts in Erie County, New York, or in the Peacemaker Courts of the Seneca Nation. All parties hereto consent to the jurisdiction of Erie County, in the State of New York as well as the Peacemaker Courts of the Seneca Nation.

**9.13 Injunctive and Other Equitable Relief.** The remedy at law for any breach or threatened breach of this Agreement by a party may, by its nature, be inadequate, and the other parties, in addition to damages, will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

***[Remainder of the page intentionally left blank.]***

The parties have entered into this Agreement as of the date first written above.

**BUYER:**

**SELLERS:**

By: \_\_\_\_\_  
Ross John

By: \_\_\_\_\_  
Shawn Sims

**COMPANY:**

By: \_\_\_\_\_  
Mark J. Bunnell

XYN COMMUNICATIONS OF NY, LLC,  
a New York Limited Liability Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "B"**

**SAMPLE CUSTOMER NOTICE**

## Customer Notice/Bill Insert

Dear Customer:

XYN Communications of New York, LLC ("XYN") has signed a definitive agreement to be acquired by Ross L. John, Sr., a Sole Proprietorship ("Sole Proprietorship"). This transaction requires certain regulatory approvals in order to be complete. The companies expect the transaction to be completed by May 1, 2012.

The change in the ownership of XYN will not affect or disrupt your current service in any way. You can expect the same outstanding level of service and customer care as well as additional resources that will be leveraged to ensure that you receive the highest levels of customer support. In addition your rates and the terms and conditions of your existing service will remain the same.

You will not incur any carrier-change charges from your local telephone company as a result of this transaction. If XYN is your long distance provider and such a charge appears on the bill from your local telephone company, please call the customer service department at **(877) 499-6996** and a representative will reimburse you or credit your account accordingly. Sole Proprietorship will be responsible for any outstanding XYN inquiries or complaints following the date the transfer becomes effective.

You have a choice of telecommunications service providers and have the right to choose another provider for your services. If you decide to switch to a different provider and you have **not** informed XYN by the date of the transfer, your service will continue with and will be serviced by Sole Proprietorship.

Sole Proprietorship welcomes you and appreciates the opportunity to be your telecom provider. The combined XYN and Sole Proprietorship teams look forward to continuing to provide your business with world-class customer service and the most reliable, cutting-edge business-grade telecommunication services available today.

If you have any questions, please contact an XYN customer service representative at (877) 499-6996.

Sincerely,

**Mark Bunnell**

Chief Operating Officer  
XYN Communications of New York, LLC

**Ross L. John, Sr.**

A Sole Proprietorship



**EXHIBIT "C"**

**MANAGERIAL PROFILES**

**Mr. Ross L. John, Sr.**  
14411 Route 438  
Gowanda, New York 14070 USA  
Phone: (716) 532-4499 Cell (716) 880-0772  
E-Mail: BigPaw49@Gmail.com

**1986 – Present:            Ross John Enterprises**

**Cattaraugus & Allegany Territory, Seneca Nation, Western New York**

**In 1986, Ross L. John, Sr. together with his wife began to establish a group of interrelated companies, now collectively referred to as Ross John Enterprises (“RJE”). RJE is 100% owned and operated by Mr. John, who serves as President and CEO. Today, RJE essentially serves as a holding company for more than 13 interrelated businesses.**

**10/2012            Native American Fuel Co.            Cattaraugus Territory, Seneca Nation, Gowanda, NY**

**Expanded up in supply chain as a fuel wholesaler and used purchasing power of retail fuel related businesses below to arrive at the best price. Bypassed existing traditional buying structure and now have prior supplier purchasing from our buying network.**

**3/2012            RJ Enterprises                            Cattaraugus Territory, Seneca Nation, Gowanda, NY**

**Expanded up in supply chain as a cigarette wholesaler and used purchasing power of all related businesses below, both Mail Order & Retail locations, to arrive at the best price from Manufacturers and Wholesalers.**

**2/2011            Tobacco Xpress                            Allegany Territory, Seneca Nation, Killbuck, NY**

**Purchased a sister mail order company to expand existing knowledge and abilities in purchasing and shipping products for customers that were previously not with us. As regulations that restricted the business environment continued to increase the opportunity to purchase this similar company arose. We utilized the same staff, systems and employee base as Iroquois Tobacco Direct and Seneca Smoke.**

**1/2007            Iroquois Gas & Go                            Allegany Territory, Seneca Nation, Salamanca, NY**

**Iroquois Gas & Go is another tax-exempt tobacco outlet serving the local Seneca community, city of Salamanca & highway traffic for convenience store/tobacco/fuel needs.**

**6/2002            Crossroads                                    Cattaraugus Territory, Seneca Nation, Gowanda, NY**

**Crossroads Convenience & Gas Station is another tax-exempt tobacco outlet serving the local Seneca community for convenience store/tobacco/fuel needs.**





# Mark J Bunnell

Telephone: (702) 423-4372  
Fax: (702) 446-0431

8275 S. Eastern Ave.  
Las Vegas, NV 89123

Mobile: (702) 423-4372  
mark@clearconsulting.biz

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## BUSINESS DEVELOPMENT & OPERATIONS / REGIONAL SALES MANAGEMENT

This results-driven professional has a solid career track record for successfully propelling companies through start-up ventures and high-growth cycles. Known for delivering record-breaking revenue and profit gains within highly competitive regional markets. Exceptional communicator with strong negotiation, problem resolution, and client needs assessment aptitude. Equally effective at identifying opportunities, developing focus, and providing tactical business solutions. Core strengths include:

Strategic & Tactical Planning  
New Business Development  
Sales & Marketing  
Team Building & Leadership

P&L / Financial Reporting  
Human Resources Management  
Program Development  
Contract Negotiations

Client / Vendor Relations  
High-end Technical Training  
Policy/Procedure Formulation  
Public Relations

## PROFESSIONAL EXPERIENCE & ACHIEVEMENTS

- 1/05–Present     *Chief Operations Officer, - Avalon Telecom Services, LLC*  
8275 S Eastern Ave., Suite 103 Las Vegas, NV 89123
- Launched company from startup phase to over \$10M in revenue in the first year.
  - Designed and implemented carrier class network from the ground up.
  - Grew and directed operations in 9 states with over 150 employee/contractors toward a company culture of excellence, and 99.999% network uptime.
  - Instituted a strict regulatory compliance policy that earned one of the highest audit ratings.
  - Achieved financial and regulatory milestones to become a IXC/CLEC in first year of operation.
  - Created, trained, and managed sales and technical teams
  - Implemented structured processes for the acquisition of new customers, interoperation, turn up, and billing systems.
- 4/04 – Present     *President - Clear Consulting*  
8275 S Eastern Ave, Suite 200 Las Vegas, NV 89123
- Setup and deployed sales and back office to support over 1000 agents.
  - Created and implemented marketing techniques, customer databases, and streamlined customer interaction methodologies in order to maximize customer service while minimizing time spent per customer.
  - Used problem solving ability to analyze weaknesses in industry work flow and administered paperless file sharing technology to save time, money, and file loss.
  - Added and developed new products for customer acquisitions..
  - Increased revenue from zero to 12M in first year.

5/03 - 4/04

**President** - IAG Inc.

15630 SW Beverly Beach Ct., Beaverton, OR 97006

- Co-founded company and provided all knowledge and expertise throughout the startup phase.
- Setup company, applied for all company codes, negotiated interconnection agreement with Qwest, and designed Metro Area Network.
- Oversaw the installation of TDM/VoIP Softswitch, Cisco border/core routers, and other product specific technologies.
- Designed, ordered, and tested switch operation services such as CLLI codes, Point codes, SS7, E911, LIZ & Toll Trunks, Eel, UNI services, LRN#, LERG database.
- Increased revenue from \$0-\$3M through carrier to carrier sales of wholesale long distance (TDM and VoIP interfaces), CABS billing products, GIGE products.
- Customized and setup automated provisioning and trouble ticketing system from open source RT.
- Managed all aspects of the business.

6/99 - 5/03

**Vice President** - Rio Communications, Inc.

151 W. 7<sup>th</sup> Avenue, Suite 440, Eugene, OR 97401

- Increased revenue from \$200,000 to \$450,000 in first year through aggressive B to B sales.
- Raised \$4,000,000 in capital to expand business from one city to seven.
- Designed and implemented a statewide distributed switch architecture utilizing softswitch technology for delivery of TDM and VoIP products and services.
- Assisted sales team on acquisition of high profile and technologically complex customers.
- Closed all classes of services from POTS line, to optical, to carrier.
- Drove revenue to over \$9M in four years.
- Handled all contract negotiations and strategic business decisions.

9/98 - 4/99

**Vice President of Sales** - ECI Communications

555 Conger St., Eugene, OR 97401

- Added local dial tone resale products to core offerings to enhance vertical market and increase revenue on existing customers by over 40%.
- Prepared and trained sales team to sell tandem long distance and custom prepaid calling card applications.
- Expanded company's feature group D offering into 8 key markets that double revenue and prompted a lucrative purchase offer and eventual sale.

4/93 - 9/98

**Owner** - Pacific Communications Services

330 S. 43<sup>rd</sup> Place, Springfield, OR 97478

- Analyzed current network configuration and services providers, then made recommendations, to make the necessary changes to optimize network efficiencies and cut costs.
- Sold full spectrum of services. POTS, T-1, DS-3, OC-(X), Frame relay, Point-to-Point, ATM.
- Responsible for every phase of the sales cycle.
- Revenue exceeded \$2.5M as a "one man show".

**Education**

University of Oregon - Eugene, OR

**Professional references available upon request.**

Shawn S. Sims  
2653 Smooth Blend  
Henderson, NV 89052  
Mobile 702-423-0010  
[shawn@xyncom.com](mailto:shawn@xyncom.com)

## EXPERIENCE

XYN COMMUNICATIONS INT., INC. – Las Vegas, Nevada – Current – President and CEO

- Deployed CLEC operations in 20 States.
- Acquisition preparation for NuWave Communications and Avalon Telecom Services, LLC. (slated for 12/31/11)

Avalon Telecom Services, LLC – Las Vegas, Nevada - Current – President and CEO

- Large Wholesale Carrier focused in International Termination, Toll Free Origination and Domestic Termination.

Orinco Communications Group, Inc. dba: Fuzion Colo, Los Angeles, Ca. 2004-Current  
*CEO and President*

- Rolled Up NHICOLO and bought out other shareholders.
- Deployed 10 Gig Foundry Network

New Horizon International, Inc. dba: NHICOLO, Los Angeles, Ca. 2001 thru 2004  
*CEO and President*

- Built 12+ Gig IP and IP-6 Back Bone to provide service to post production Hollywood and Studios.
- Built world class data center with 2 X 225 KVA of UPS power and dual fed Power Grids on a dual buss Generator back up.
- Built 21 Fiber Miles of MAN network sold to *Micro Pathways, Inc.*
- Built 16 NODE Cisco 15454 Network on multi OC-48 and Gig Wave's
- Deployed Quad GSR 12012 Border Backbone

Northwest Fiber Network/Alphase Utility, Portland, Or. 2001 through 2002

*Chief Operating Officer and Senior Vice President of Strategic Development*

- Built master operations plan for gig-a-bit Ethernet deployment in MAN strategy.
- Developed strategic priorities and “needs-based” market segmentation for launch SONET and Ethernet services.
- Headed strategic marketing plan which involved affinity and event marketing for the acquisition of key buildings on the NFN network.
- Developed the Internet peering strategy that reduced Internet Protocol transport costs by 63% in three major markets.
- Build key management team that implemented the managed services like virtual local area networks and off site back up storage in redundant geographic locations.

**Shawn S. Sims**  
**2653 Smooth Blend**  
**Henderson, NV 89052**  
**Mobile 702-423-0010**  
**shawn@xyncom.com**

- Prepared business plan for new enterprise and key joint ventures for access to an array of Integrated Communication Providers (ICP's) in the target market.

**NuWave Communications, Inc. Hood River, Or. 1998 through 2001**

***CEO and Chairman of the Board***

- Built key strategy for tier 2 CLEC in Oregon, Washington and Idaho.
- Developed "sight based" management team for operation deployment in the Northwest – This group also reviewed all joint venture and M&A activity.
- Deployed 8 Class 4/5 switches with standard and derived voice/

***President and CEO***

- Prepared business plan for the new CLEC operation.
- Raised \$5 million in seed.
- Raised \$135 million in equity in the A and B round.

***Chief Operating Officer***

- Built the leading provider of video conferencing in the Northwest with specialties in Video Arraignment and continuing Medical Education and Information.

**Gorge Communications, Hood River, Or. 1996 - 1998**

***President and CEO***

- Deployed Full ASCEND Network, First Product Border/Core combo in Pacific Northwest. Seven GA release for initial VoIP testing.
- Build ISDN Network for 14 local counties
- Largest 56k V.90 pool in Eastern and Central Oregon – 14,500 Subs sold to Linkport which in turn sold to Integra Telecom, Inc.
- 1,300 Hosting Customers

**Triple "S" Financial, Portland, Or. 1995 - 1997**

***Financial Consultant***

- Merger and Acquisition of ISP's and CLEC's
- Completed over 57 Transactions 20 months 3 of the top 7 largest ISP's



## **Kyle Thomas**

17 Cambridge Drive Jackson NJ 08527

email- kyle7@optonline.net

**Objective:** To obtain a professional position that will challenge my abilities on a daily basis.

### **Experience:**

**Avalon Telecom May 2007 – Present**  
**Chief Technical Officer**

**Las Vegas, NV**

- Planning and architecture of next generation class4/5 VOIP network.
- Lead pre-production product test and certification for core network elements
- Provide leadership to Tier3/NOC on advanced troubleshooting and debugging of the TDM and VOIP network.
- Design and architecture of back end SIP re-direct processes for advanced routing logic within SIP core.
- Sigtran implementation and design
- Oversee core IP engineering, architecture and implementation
- Sonet , Optical and IP over Sonet aggregation design and architecture
- Architecture and evaluation related to purchasing of hardware and software to support Avalon product offerings.
- Provide solutions for escalated trouble tickets from Tier1/NOC. Analyze trends to determine root causes and recommend corrective actions.
- Lead design and deployment of next generation session border controller for SIP peering design
- On staff switch, SBC and protocol expert for all escalations
- Subject matter expert on voice and data related topics

**Vonage June 2006 – May 2007**  
**SR. Network /VOIP Architect**

**Holmdel, NJ**

- Provided leadership in planning, design, analysis and troubleshooting of the Vonage VOIP and TDM network.
- Created and documented the architecture and operating procedures for the Vonage network VOIP infrastructure.
- Softswitch design and architecture for Sonus, and PGW2200 gateways.
- SS7 architecture and design for core STP network utilizing Sigtran and traditional MTP/ISUP/TCAP protocols.
- Analyzed current network performance, configuration, metrics and business needs and make written recommendations for future infrastructure improvements.
- Played a key role in the architecture, evaluations and recommendations related to purchasing of hardware and software to support Vonage's product offerings.
- Transport design and architecture for IOF optical facilities and DACS infrastructure.
- Develop and define detailed specifications for hardware and software.
- Provided solutions for escalated trouble tickets. Analyze trends to determine root causes and recommend corrective actions.

- Internal knowledge transfer to implementation and support teams regarding new solutions or proposed changes to Vonage network infrastructure.
- Write documentation for upgrade procedures and operational procedures for implementation and support teams.
- Assistance to implementation teams on initial deployment of new equipment into production network.
- Subject matter expert on all voice related topics
- Technical training on new products to NOC support and implementation teams
- IMS and GSM architecture for fixed mobile convergence offering

**Monmouth Telecom November 2001 to June 2006**  
**Director of Engineering and Operations**

**Red Bank NJ**

- Oversaw design and implementation of the TDM voice and VOIP network architecture from user endpoints to core VOIP switching, PSTN gateways and feature servers.
- Oversaw all switch architecture, translations and maintenance of 3 major switching centers
- Oversaw Tier 3 escalation resolution from NOC
- Supervised all SONET/ IOF transport design and implementation from DS3 to OC192
- Supervised cut over of all class5 customers from a Lucent 5ESS to a Lucent Compact switch soft switch for switch cost reduction.
- Lead core optical ring design project to bypass FCC regulatory restrictions.
- Acted as customer point of interface for all VOIP related design on new deployments.
- Supervised voice mail and Auto Attendant integration to the Sylatnro feature server using the Iperia SIP based platform.
- Oversaw all new product selection, acceptance and implementation into the network.
- Oversaw switch translations and maintenance activities.
  - Oversaw trunk capacity forecasting and provisioning procedures.
  - Oversaw seamless SS7 provider hot cut from SNET to Verizon.
  - Oversaw TCAP implementation for class 5 features using the SS7 architecture.
  - Act as a post and pre-sales liaison for customer network design and implementation for SIP/CAS/ISDN/MGCP phone system designs.
  - Negotiate rates with LD and international providers.
  - Oversaw all software and hardware upgrades on voice switching platforms and billing operating systems.
  - Oversaw seamless 911 network conversion from MF to new ISUP Verizon network.
  - Supervise software development of tools for various applications internally.
  - Work closely with switch vendor to implement new class features desired by customer base.
  - Implemented next generation voice mail interface for Class 5 customer base.
  - Oversaw development of external transport bert testing system to interface with the Tellabs 532L.
  - Supervised virtual collocation augment, design and implementation in RBOC central offices.
  - Supervised engineering and installation of next generation 3:1:0 DACS to support integrated voice and data product.
  - Supervised software development of LCR route alteration systems.
  - Supervised new switch site installations and turn ups for Lucent compact switches.
  - Oversee vendor selection for core switching and VOIP deployments.
  - Oversaw UNE-P to VOIP conversion for switched access customer base.

- Supervised installation and conversion to Tellabs 532L DACS from ER DNX-11 platforms.

***Coppercom November 2000 to November 2001***

**Senior Technical Service Engineer**

- Configured SS7 translations including TCAP, CNAM, LNP, 800, ISUP, and physical layers of the SS7 protocol
- Interfaced directly with sustaining engineering to patch and test bug fixes for new software releases.
- Worked closely with SS7 providers to turn up, test physical layers, and troubleshoot layers of SS7 using INET spectra.
- Configured and turned up all types of signaling in the CSX 2100 soft switch (PRI, ISUP, DTMF, MF, SIP, and MGCP).
- Troubleshot ISUP, GR303, SIP, MGCP and ISDN protocols using the INET analyzer.
- Performed digit translations and digit manipulation in the CSX 2100
- Pre-install design of customer's networks
- Performed on-site troubleshooting and network design consulting for customer networks.
- Worked as customer support for the CSX 2100 supporting systems in the field
- Worked on SUN UNIX server's to troubleshoot Unix OS related problems
- Performed all SUN software upgrades on customer call processing platforms.
- Performed on-site surveys and technical consulting for customer base.

***IDT January 1997 to November 2000***

**STP/SS7 Engineer**

- Upgraded software and hardware on Teklec Eagle STP
- Provided Tier3 SS7 support to network operations center for SS7 related outages and troubles tickets.
- Maintained Gateway screening and global title translations on the Eagle STP.
- Built routes for customers on Eagle STP
- Implemented translations in all SS7 turn ups.
- Certified all SS7 links turns ups and certifications.
- Built all route sets in SSP (DMS 250)
- Kept track of all Point Code databases
- Maintained advanced database administration on the Eagle STP and back up disks for all STP locations.
- Implemented all turnups on the SSP (DMS 250)
- Built all tables on the Eagle STP
- Completed software upgrades on STP's.

**DMS Translations Engineer**

- Maintained all translations tables on the DMS 250 and GSP switches.
- Ensure call flow requested by global routing department
- Built all trunk groups on the DMS 250 (MF, DTMF, SS7) (DAL, ONAL, EANT, IMT)
- Tested outbound and inbound turnups with customers
- Monitored call flow through out the DMS 250
- Completed translations from ground up on brand new DMS 250 for new site
- Configured all authorization tables on the DMS 250
- Built all partitions and STS's for customer needs

**DMS 250 Switch Technician**

- T-1 testing experience with TTC-BERD 224, tested SS7, DTMF, and MF signaling

- Circuit troubleshooting and debugging
- Tested and turned up T-1 and DS-3 facilities.
- Turned up SS7 route sets and link sets
- Spun down wires worked with DACS cross connect systems (TITAN 5500 and Eastern Research Series)
- CM & MS testing trunk, carrier, and table operations
- Built all trunk members into new groups including TCICS and C7 trunks

**United States Navy August 1994 to August 1997**

**Fuels Systems Engineer**

- Operated and maintained all below decks fuels systems on board USS NASSAU LHA 4
- Achieved rank of Second Class Petty Officer and Below decks center supervisor
- Ensured safe and timely delivery of JP-5 to awaiting combat aircraft on the flight deck
- Maintained all JP-5 purifying systems below decks
- Ensured safe bulk transfer of JP-5 between 500,000 capacity storage tanks
- Planned emergency action response procedures for JP-5 pump room.

**Technology experience**

**Switch/Softswitch/VOIP**

Lucent 5ESS  
 Lucent Compact switch (formerly Plexus 9000)  
 Coppercom CSX 1100/2100  
 DMS250 / GSP / 500 / 100 E  
 Cisco AS5XXX gateways  
 Broadsoft feature server  
 Polycom Soundpoint 600/500

Cisco 7960/7912/7940  
 Kagoor / Juniper SBC  
 Nextone SBC  
 AcmePacket SBC  
 Iperia SIP based voice mail and Auto Attendant  
 Brooktrout and MSP media servers  
 Cisco PGW2200/ MGX8880  
 Sonus SGX/GSX/PSX/NFS  
 Cisco ITP/STP  
 Cisco 12000 core router

**DCS / GR303**

Titan5500 / NGX5500  
 Tellabs532L  
 Eastern research DNX family

Adtran 4303  
 CAC navigator  
 Zhone sector 300  
 Turin Traverse 2000

**CPE**

Adtran 850/750/900 and 600 series  
 CAC adit600

Allworx IPPBX

**Protocols**

SS7/TCAP/ISUP/SCCP/MAP

SIP/MGCP/RTP/SCTP

G.729/G.711/G.723

GR303

TCP/UDP/BGP/OSPF/MPLS

Sigtran / M2PA/ M3UA /M2PA/SUA

Edgewater

**SONET**

Tellabs 7120

Fujitsu Flashwave family

**SS7**

Inet spectra1/ spectra2

Cisco ITP

Sunrise Netracker

Tekelec eagle STP

**MUX**

Adtran2800

CAC Widebank

Adtran2820

**Education:**

Certified as a SUN OS system administrator

Certified as a UCS DMS 250 (IXC/UCS) Translation Engineer

Certified on the Teklec STP for Advanced Database and Translations

Certified as a senior level SIP and VOIP network design engineer.

Nextone Certified Engineer 2 , Advanced SBC engineer

Advanced Acme Packet SBC engineer

SIP protocol expert

10 years working experience on the Lucent Compact switch (formerly Telica Plexus

9000)

Lucent compact switch advanced translations specialist

Currently pursuing Cisco CCNP certification

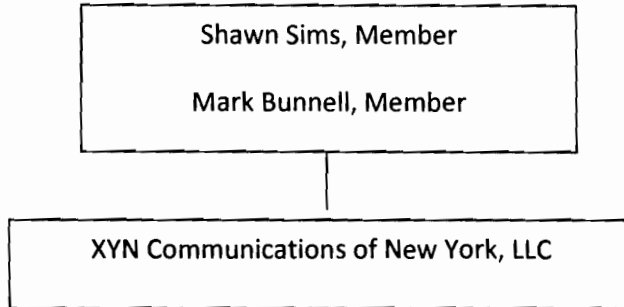
**References:**

References can be given at request

## EXHIBIT "D"

### Pre- and Post- Transaction Flow Charts

## **PRE TRANSACTION FLOW CHART**



## **POST TRANSACTION FLOW CHART**

